

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DW-05-B-0005	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	June 16, 2005	1

**IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.**

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
W912DW-05-C-0016	W68MD9-	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Seattle District, Corps of Engineers ATTN: CENWS-CT-CB PO Box 3755 Seattle, WA 98124-3755	W912DW	Seattle District, Corps of Engineers PO Box 3755      ATTN: CENWS-CT-CB Seattle, WA 98124-3755  HAND CARRY:    Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329
9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	See Information Page inside Front Cover	See Information Page inside Front Cover

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Gas Abatement Spillway Deflectors Chief Joseph Dam, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation W912DW-05-B-0005 dated June 16, 2005 with 7 amendments.
- Wage Determinations: WA20030001 with 31 modifications.
- Drawings as listed in Section 00800.
- See page 00010-3 for Alterations to Contract.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>* Paragraph SC-1, 00800</u> .)
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time August 10, 2005 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope: containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER (Must be fully completed by offeror)

## 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Traylor Bros., Inc.  
P.O. Box 5165, 835 N. Congress Avenue  
Evansville, IN 47716-5165

Tax ID No: 35-0799154 DUNS No: 006937023  
eMail: cmeagher@traylor.com Cage Code: OHNG9

## 15. TELEPHONE NUMBER (Include area code)

(812) 477-1542 Fax No.: (812) 474-3223

## 16. REMITTANCE ADDRESS (Include only if different than Item 14)

34 Executive Park, Suite 100  
Irvine, CA 92614

(949) 475-0444 Fax: (949) 475-0440

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

See Page 00010-5 through 00010-7

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGEMENT OF AMENDMENTS

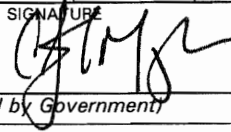
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002	0003	0004	0005	0006	0007			
DATE	6/29/05	7/15/05	7/21/05	7/29/05	8/4/05	8/5/05	8/8/05			

## 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

C. John Meagher, Vice President

## 20B. SIGNATURE



## 20C. OFFER DATE

8/10/05

AWARD (To be completed by Government)

## 21. ITEMS ACCEPTED

0001 thru 0024

## 22. AMOUNT

\$14,744,269.00

## 23. ACCOUNTING AND APPROPRIATION DATA

SEE ALTERATIONS IN CONTRACT PAGE 00010-3

## 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

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## 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

## 26. ADMINISTERED BY

CODE

USACE - Seattle District  
Northwest Area Office  
PO Box 92146  
Tillicum, WA 98492-0146

## 27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center  
CEFC-AO-P  
5722 Integrity Drive  
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign

document and return \_\_\_\_\_ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this

☐ 29. AWARD. (Contractor is not required to sign this document.)

offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

## 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

## 31A. NAME OF CONTRACTING OFFICER (Type or print)

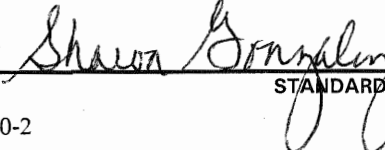
SHARON GONZALEZ

## 30B. SIGNATURE

## 30C. DATE

## 31B. UNITED STATES OF AMERICA

## 31C. AWARD DATE

BY 

8/19/05

STANDARD FORM 1442 BACK (REV. 4-85)

00010-2

R0003

ALTERATIONS IN CONTRACT  
(FAR 52.252-4 (APR 1984))

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. ACCOUNTING AND APPROPRIATION DATA

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 3230B83KF6076368 NA 96453

COST 0000000000000

CODE:

AMOUNT: \$450,000.00

2. Wage Decision Number WA20030001 with modification Number 31 is hereby incorporated and made a part of the contract.

3. Standard Form 1442, "Administered By," Block 26 is changed to read:

Fairchild Resident Office  
P.O. Box 1929  
Airway Heights, WA 99001-1929

4. Section 00800, SC-6 is changed to read:

SC-6. CONTINUING CONTRACTS (EFARS 52.232-50002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$450,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made

except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract.


5. The Administrative Contracting Officer for this Program is Dennis Scalf.

6. The Alternate- Administrative Contracting Officer is Jim Ulrich.

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

## CORPORATE CERTIFICATE

I, Dennis A. Schmidt, certify that I am the Assistant Secretary of the Corporation named as Contractor herein; that C. John Meagher, who signed this contract on behalf of the Contractor was then Vice President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 (CORPORATE  
Assistant (Secretary) SEAL)

## AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**BID SCHEDULE**

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
<u>BASE ITEMS</u>					
0001	All Work for Gas Abatement Spillway Deflectors Contract except for Items 0002 through 002430	1	JOB	L.S.	\$ <u>320,000</u> <sup>-</sup>
0002	Mobilization and Demobilization	1	JOB	L.S.	\$ <u>967,819</u> <sup>-</sup>
0003	Rock Excavation for Trenches and Septic System:				
0003AA	First 10 CY	10	CY	\$ <u>950</u> <sup>00</sup>	\$ <u>9,500</u> <sup>-</sup>
0003AB	Over 10 CY	5	CY	\$ <u>800</u> <sup>00</sup>	\$ <u>4,000</u> <sup>-</sup>
0004	All Work for Engineering, Design and Fabrication of Dewatering Caisson	1	JOB	L.S.	\$ <u>1,200,000</u> <sup>-</sup>
0005	Surface Concrete Placing Demonstration	1	JOB	L.S.	\$ <u>15,000</u> <sup>-</sup>
0006	Water Quality Monitoring	1	JOB	L.S.	\$ <u>100,000</u> <sup>-</sup>
0007	All Work for As-Built Drawings as Specified in Section 01702 from Preparation to Final Approval and any Options Items Exercised	1	JOB	L.S.	\$30,000
0008	All Work for Installing Government Furnished Pressure Cell Instruments at Monoliths 15, 16 and 17	6	EA	\$ <u>9,000</u> <sup>00</sup>	\$ <u>54,000</u> <sup>-</sup>
0009	All Work for Constructing Flow Deflectors on Monoliths 15, 16 and 17	3	EA	\$ <u>630,000</u> <sup>00</sup>	\$ <u>1,890,000</u> <sup>-</sup>
0010	Furnish and Install Anchor Bars for Item 0009	680	EA	\$ <u>460</u> <sup>00</sup>	\$ <u>312,800</u> <sup>-</sup>
0011	All Work for Installing Government Furnished Pressure Cell Instruments at Monoliths 9, 10 and 11	6	EA	\$ <u>7,500</u> <sup>00</sup>	\$ <u>45,000</u> <sup>-</sup>
0012	All Work for Constructing Flow Deflectors on Monoliths 9, 10 and 11	3	EA	\$ <u>630,000</u> <sup>00</sup>	\$ <u>1,890,000</u> <sup>-</sup>
0013	Furnish and Install Anchor Bars for Item 0012	680	EA	\$ <u>460</u> <sup>00</sup>	\$ <u>312,800</u> <sup>-</sup>
0014	All Work for Constructing Flow Deflectors on Monoliths 6, 7 and 8	3	EA	\$ <u>480,000</u> <sup>00</sup>	\$ <u>1,440,000</u> <sup>-</sup>
0015	Furnish and Install Anchor Bars for Item 0014	680	EA	\$ <u>410</u> <sup>00</sup>	\$ <u>278,800</u> <sup>-</sup>
0016	All Work for Constructing Flow Deflectors on Monoliths 20, 21, 22 and 23	4	EA	\$ <u>480,000</u> <sup>00</sup>	\$ <u>1,920,000</u> <sup>-</sup>
0017	Furnish and Install Anchor Bars for Item 0016	900	EA	\$ <u>410</u> <sup>00</sup>	\$ <u>369,000</u> <sup>-</sup>
0018	All Work for Constructing Flow Deflectors on Monoliths 18 and 19	2	EA	\$ <u>480,000</u> <sup>00</sup>	\$ <u>960,000</u> <sup>-</sup>
0019	Furnish and Install Anchor Bars for Item 0018	450	EA	\$ <u>410</u> <sup>00</sup>	\$ <u>184,500</u> <sup>-</sup>

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0020	All Work for Constructing Flow Deflectors on Monoliths 12, 13, and 14	3	EA	<del>\$480,000</del> <sup>cjm 410<sup>00</sup></sup>	\$1,440,000 <sup>-</sup>
0021	Furnish and Install Anchor Bars for Item 0020	680	EA	<del>\$400</del> <sup>cjm 410<sup>00</sup></sup>	\$278,800 <sup>-</sup>
0022	All Work for Constructing Flow Deflectors on End Monoliths 5 (Bay A) and 24 (Bay S)	2	EA	<del>\$265,000</del> <sup>cjm 410<sup>00</sup></sup>	\$530,000 <sup>-</sup>
0023	Furnish and Install Anchor Bars for Item 0022	225	EA	<del>\$410</del> <sup>cjm 410<sup>00</sup></sup>	\$92,250 <sup>-</sup>
0024	Construct Right Bank Training Wall Spray Protection	1	JOB	L.S.	\$100,000 <sup>-</sup>
TOTAL BASE ITEMS					<sup>cjm</sup> \$14,744,269 <sup>-</sup>
OPTION ITEMS					
0025	Remove Floating Plant from Spillway Deflector Work Areas for Spilling (FY 06)	2	EA	<del>\$15,000</del> <sup>cjm 15,000<sup>00</sup></sup>	\$30,000 <sup>-</sup>
0026	Standby Time for Floating Plant Removed from Spillway Deflector Work Areas During Spilling (FY 06)	80	HR	<del>\$275</del> <sup>cjm 275<sup>00</sup></sup>	\$22,000 <sup>-</sup>
0027	Remove Floating Plant from Spillway Deflector Work Areas for Spilling (FY 07)	2	EA	<del>\$15,000</del> <sup>cjm 15,000<sup>00</sup></sup>	\$30,000 <sup>-</sup>
0028	Standby Time for Floating Plant Removed from Spillway Deflector Work Areas During Spilling (FY 07)	80	HR	<del>\$275</del> <sup>cjm 275<sup>00</sup></sup>	\$22,000 <sup>-</sup>
0029	Remove Floating Plant from Spillway Deflector Work Areas for Spilling (FY 08)	2	EA	<del>\$15,000</del> <sup>cjm 15,000<sup>00</sup></sup>	\$30,000 <sup>-</sup>
0030	Standby Time for Floating Plant Removed from Spillway Deflector Work Areas During Spilling (FY 08)	80	HR	<del>\$275</del> <sup>cjm 275<sup>00</sup></sup>	\$22,000 <sup>-</sup>
TOTAL OPTION ITEMS					\$156,000 <sup>-</sup>
TOTAL BASE AND OPTION ITEMS					\$14,900,269 <sup>-</sup>

NOTES:

1. The dollar amount established in Item No. 0007 shall not be revised by bidder.
2. Reference Section 01025 MEASUREMENT AND PAYMENT for additional descriptive information regarding Bid Schedule Items.
3. Items 0025 – 0030: Quantities are estimated for use in evaluating offers only. Payment will be made for actual quantities used.
4. Items 0025 – 0030: FY = 1 October through 30 September.

(Notes continued on following page)



NOTES (Continued)

- 5. If Item 0025 is awarded, Item 0026 will be awarded also.
- 6. If Item 0027 is awarded, Item 0028 will be awarded also.
- 7. If Item 0029 is awarded, Item 0030 will be awarded also.

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